IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.304 OF 2007

IN

SUIT NO.163 OF 2007

Chitra Jagdish Katara ...Plaintiff

Versus

Sheela Shivaldas Katara & Ors. ...Defendants

.....

Mr.Sunil Gangal i/b RMG Law Associates for Plaintiff.

Mr.Divesh Chabbwalla i/b Mr.Anil Agarwal for Defendants 1 to 9.

.....

**CORAM: A.M.KHANWILKAR, J.**

**JULY 11, 2007.**

**P.C.**

1. Not on Board. Upon mentioning, taken on Board.

2. Counsel for the parties have handed in Consent Terms duly signed by the Plaintiff and Defendants 1 to 8. Plaintiff as well as Defendants

2 and 8 and the constituted attorney of Defendants 1 and 3 to 7 are present in Court. They have reiterated the position recorded in the Consent Terms and are inviting order in terms of the Consent Terms. Consent Terms taken on record and marked ‘X’.

3. Counsel for the Plaintiff states on instructions that in view of the amicable settlement with Defendants 1 to 8, the Suit as against Defendants 9 to 16 be permitted to be withdrawn.

4. Accordingly, Suit is allowed to be withdrawn as against Defendants 9 to 16.

5. Insofar as Suit as against Defendants 1 to 8 is concerned, the same is disposed of in terms of the Consent Terms.

6. In Clause 16 of the Consent Terms, assurance given by the Plaintiff that instructions will be sent to attorneys in the United States will be complied and intimation in that behalf will be

given to the Counsel for the Defendants 1 to 8 within two days from today is accepted. Counsel for the Plaintiff assures to hand over copy of the intimation to the Advocate for Defendants 1 to 8. Advocate for the Defendants 1 to 8 has handed over bond referred to in Para 2(a) of the Consent Terms to the Advocate for the Plaintiff which has been duly acknowledged by the Advocate for the Plaintiff.

7. Accordingly, Suit is disposed of on the above terms. Refund as per rules.

A.M.KHANWILKAR, J.